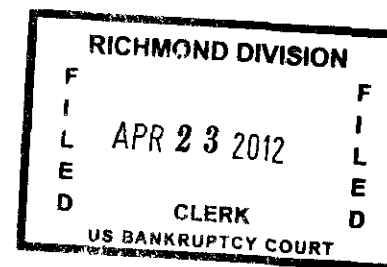


IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION



In re:
CIRCUIT CITY STORES, INC, et al.

Chapter 11
Case No. 08-35653-KRH
(Jointly Administered)

DEBTORS

CLAIMANTS "RESPONSE"
TO DEBTORS THIRTY FIRST OMNIBUS OBJECTION TO CLAIMS
(DISALLOWANCE OF CERTAIN INVALID CLAIMS)

Facts of the Claim

As Claimant # 11481 Miss Gloria E. Scarnati, resident of Pittsburgh PA has an unsecured amount against the above debtors of record in The United States Bankruptcy Court of Eastern Virginia in this matter and declares as follows:

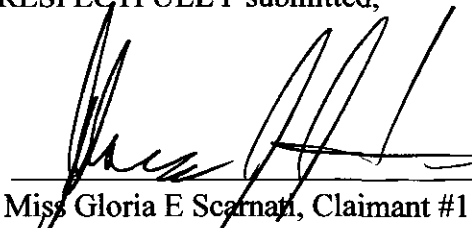
1. Miss Scarnati received the Debtors above Motion to this Court on April 12, 2012 stating that they intend to expunge the General Unsecured Claim which she had filed against the Debtor after discovery that Circuit City had filed for Bankruptcy in 2005.
2. Claimant asks that this Court overrule the Objections made by the Debtors against her Claim for the following reasons:
 - a. Her claim against the Debtors is for \$1439.09 for the injury she sustained on 12, 2008. The Debtors delivered a used reconditioned broken T.V. to her residence instead of the new one that had been purchased please see (Exhibit A). The amount of her claim is for the price of a new (price in 2008) T. V. with VCR & DVD player like the one purchased but never received from the Debtor. A Protection Plan was also purchased, see (Exhibit A). Her Protection Plan at #PVDM2794 started on 3/26/05 and ended on 3/26/2010 during which all that time Debtors have been in Bankruptcy Court.
3. The Debtors attorneys have stated that Miss Scarnati's claim is invalid in their Objection but have failed to give a detailed explanation as to why they make this Objection. Claimant cannot respond because their Objection is general but not specific. They merely state "the Claimant has asserted liability which allegedly arose from a 2005 purchase ticket with warranty." When they use the word allegedly are they stating this incident never happened? when claimant has all the documentation to prove all her statements? If this is what they

are saying they are slandering and libeling Claimant. If attorneys are stating that the Statute of Limitations ran out because she purchased an item in 2005 they can't use this defense either since the Protection Plan purchased from Debtors didn't end until years after Debtors had filed their Bankruptcy case. The Plan expired on March 26, 2010. Further as Claimant stated previously in a past "Response" on January 13, 2009 she filed a Complaint in Pittsburgh PA at her local Magistrates office which "stays" the Statute of Limitations from running, please see (Exhibit B). Her case was to be heard on April 8, 2009. Please see (Exhibit C)

4. However on February 22, 2009 she received a court document from Kevin Halverson stating the Debtors had filed Bankruptcy and to file a claim form .She has already stated in her previous filings that she called the Court to request a Claim Form from this Court but didn't receive it until 2 weeks later. She signed & completed it on February 16 and mailed it by Certified Mail on February 26, 2009. If this Court didn't send her the claim form on time Claimant can't be held responsible for this. If the claim period had expired why did this Court send her a claim form? That would attach liability to the clerk's office of this Court. However, the Small Claims Complaint timely filed and signed on January 13, 2009 at the Magistrate stays the Statute of Limitations and meets the deadline requirement of January 30, 2009 for injuries sustained by Debtors.
- 5 Lastly if the Debtors were taking money from customers for Protection Plans that they knew they would never honor because they intended to file for Bankruptcy this would be considered a fraud case and if claimant does not receive the amount she requested she will contact the appropriate department. Claimant was told in 2005 by the BBB that the company had 7305 complaints against it. In conclusion Claimant believes everyone would agree that she should get a larger sum than what she originally requested since prices for T. V.'s have increased since 2005. But she will certainly leave this to the discretion of this Court. If more document proof is required please request it.

Wherefore, for all the forgoing reasons Claimant prays this Court Overrule Debtors Objections to her claim and thanks you in advance for your kindness.

RESPECTFULLY submitted,



Miss Gloria E Scarnati, Claimant #11481
3567 Mountain View Dr #119
Pittsburgh PA 15122-2447
gscarnati@gmail.com

CERTIFICATE OF SERVICE

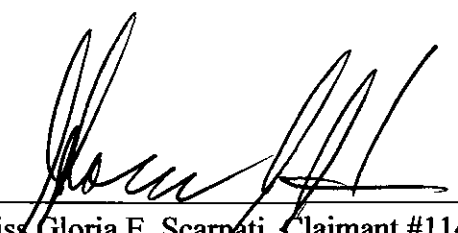
I Claimant Miss Gloria E. Scarnati, do hereby certify that a true and correct copy of my Response to their Objection was served upon the Debtors Counsel in the above captioned matter by US First Class Mail postage paid by Claimant and addressed to the following:

Clerk of the Bankruptcy Court
US Bankruptcy Court 701 East Broad St
Rm 4000 Richmond VA 23219

Jeffrey N. Pomerantz
Andrew W. Caine
Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd
Los Angeles Ca 90067-4100

Lynn L. Tavenner
Paula S. Beran
Tavenner & Beran, PLC
20 North Eight St 2nd Fl
Richmond VA 23219

RESPECTFULLY submitted,


Miss Gloria E. Scarnati, Claimant #11481
3567 Mountain View Dr #119
Pittsburgh PA 15122-2447
gscarnati@gmail.com

Dated: 

EXIBET A



Circuit City Stores, Inc.

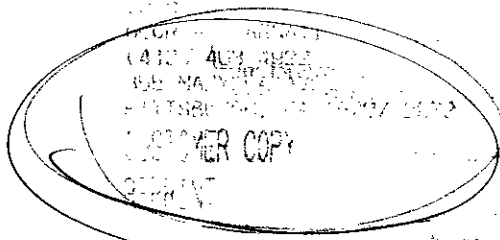
Store #1171 - 1171

7000 W. 11th Ave. PA 15123-4699

Phone: 412-261-0702

21115-441 03/24/05

Orig Date 03/24/05



Licket
361702084075

Trans#	Register	Cashier
361702084075	05	217776
Item	Qty	Model
Description		
32" LCD TV W/MP Y 329.99		
Integration Plan Y 15.00		
1 Dlv Delivery Delivery Charge Y 30.00		

Total Taxable	\$	524.97
Sales Tax	\$	35.75
TOTAL PURCHASE	\$	560.72
BALANCE	\$	0.00

For further contact information, please refer to
your order receipt or visit circuitcity.com

THIS IS NOT AN ORIGINAL TICKET - REPRINT
The Cityadvantage Protection Plan for Home and Car
Electronics (ECP) for the PAN FVDM2794 starts 03/26/05
and expires 03/26/10. For service, call
1-888-333-2333. Refer to the Comprehensive Service
Guide for information and terms and conditions.

** Our delivery team is scheduled to deliver your
items 11:00 - 03/26/05.
** This sales receipt and the accompanying terms and
conditions constitute your Cityadvantage Protection
Plan.

Title

It is expressly agreed that transfer of title of
merchandise to customer and commencement of any
manufacturer warranty period begins upon actual
physical transfer of possession of goods to customer.

You may be eligible to earn Circuit City Reward Points!
Apply for a Circuit City Rewards Credit Card today. See
a store associate for details.

Return Guarantee

If you're not completely satisfied with a product,
Circuit City will gladly exchange or refund your purchase
within 30 days of the sale date, except as noted below.

Desktop, laptop, handheld, desktop PCs, notebook PCs,
digital camcorders, camcorders, and radar detectors must be
returned within 14 days of the sale date and (except
where otherwise indicated) are subject to a 15% restocking

Mag. Dist. No.: **05-2-18**

MDJ Name: Hon.
JOHN N. BOVA

Address: **WALLACE SCHOOL BUILDING**
41 NACEK DRIVE
PITTSBURGH, PA 15227

Telephone: **(412) 881-1996**

PLAINTIFF: NAME and ADDRESS
Miss Gloria Scarnati
Mailing address only: 3567 Mountain View Dr #119
Pittsburgh PA 15122-2447

VS.

DEFENDANT: NAME and ADDRESS
Def #1 Circuit City Stores Inc ET AL
Def #2 Justin Flook ET AL
9950 Mayland Drive
Richmond VA 23233

	AMOUNT	DATE PAID
FILING COSTS	\$ _____	____/____/____
POSTAGE	\$ _____	____/____/____
SERVICE COSTS	\$ _____	____/____/____
CONSTABLE ED.	\$ _____	____/____/____
TOTAL	\$ _____	____/____/____

Docket No.: **CV 64-09**
Date Filed: **2-10-09**



Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 1439.00 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated): After plaintiff purchased a new 27" screen Panasonic T.V with a DVD/VHS players and a Protection Plan from defendants defendants delivered defective reconditioned(repaired)T.V.to plaintiffs Brentwood residence instead. Plaintiff reported problems to defendants within first 2 days but defendants denied it was defective or reconditioned. Then the DVD player broke & since defendants couldn't fix it plaintiff was entitled under the protection plan to get a new T.V. Defendants breached the protection plan terms by refusing to replace what plaintiff had before. Defendants wanted to downgrade the screen size & refused to give plaintiff a DVD/VHS players altogether causing injury to plaintiff because she is with it a DVD player & a properly working T.V. since September 12, 08. BBB stated complaints as 7305 complaints against it & federal gov took action against co in April 08. Cost for plaintiff to replace what she had is the amount of suit above.

I, Gloria Scarnati, verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: None

Address: _____

Telephone: _____

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

**CIVIL ACTION
HEARING NOTICE**

Mag. Dist. No.: 05-2-18
MDJ Name: Hon. JOHN N. BOVA
Address: WALLACE SCHOOL BUILDING 41 MACEK DRIVE PITTSBURGH, PA
Telephone: (412) 881-1996 15227

PLAINTIFF: NAME and ADDRESS
SCARNATI, MISS GLORIA
3567 MOUNTAIN VIEW APT/STE 119
WEST MIFFLIN, PA 15122-2447

VS.
DEFENDANT: NAME and ADDRESS
CIRCUIT CITY STORES INC ET AL, ET A
9950 MARYLAND DRIVE
RICHMOND, VA 23233

MISS GLORIA SCARNATI
3567 MOUNTAIN VIEW APT/STE 119
WEST MIFFLIN, PA 15122-2447

Docket No.: **CV-0000064-09**
Date Filed: **2/10/09**



A civil complaint has been filed against you in the above captioned case. A hearing has been set in this matter for:

Date: 4/08/09	Place: DISTRICT COURT 05-2-18 WALLACE SCHOOL BUILDING 41 MACEK DRIVE PITTSBURGH, PA 15227 412-881-1996
Time: 2:00 PM	

NOTICE TO DEFENDANT

If you intend to enter a defense to this complaint, you should so notify this office immediately at the above telephone number.

YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

Pursuant to Pa.R.C.P.D.J. No. 342(B)(2), no claim by the defendant will be permitted in a supplementary action filed for failure of judgment creditor to enter satisfaction.

NOTICE TO PLAINTIFF

Pursuant to Pa.R.C.P.D.J. No. 318, you or your attorney will be notified if the defendant gives notice of his/her intention to defend.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.